

Case #: _____

HARM/INJURIES INFLICTED BY ATT MOBILITY.

Pursuant to Federal and Maryland Fraud Statutes/Laws, Plaintiff is Not Mandated to Prove Harm/Injuries. However, As a Direct/Proximate Results of ATT Mobility's Unlawful, Predatory, Fraudulent, False Advertising, Malevolent OverBillings and Fraudulent Account Manipulation/Adjustments, Plaintiff Has and Did Sustain the Following Injuries/Harm:

- 114. Inability To Secure Credit.
- 115. Inability To Secure a Job.
- 116. Corporations, Companies, Government Agencies, Private Persons Now Have Incorrect, Malicious, False, Perjured Credit Information About Plaintiff, as a Direct/Proximate Results of ATT Mobility's Negligent, Reckless Disregard for the Truth, Unlawful, Predatory, Fraudulent, False Advertising, Malevolent OverBillings, and Fraudulent Account Adjustments.
- 117. Plaintiff's Credit is Decimated. Any Future Repairs to the Plaintiff's Credit Record/History Does Not Provide any Good Assurance that the Plaintiff's Credit was Repaired on All The Databases/Servers that Contain the False, Perjured and Malevolent Credit Reports of ATT Mobility, About the Plaintiff.
- 118. Time and Business Income Lost As a Result Direct/Proximate Results of ATT Mobility's Knowingly and Willfully Proffering Known False Credit Information to the Credit Collectors and the Credit Bureaus.

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119. Plaintiff Humbly Submits and Argues that ATT Mobility Has Been on the Binge of Destroying the Lives of the Blind, Homeless, Aging Parents, Jobless, Terminally Ill, and Other Poor and Inflicted Ones Since the Advent of the Telephone and Recently, the Advent of the Cell Phone. **As An Example, the Following WebSites Delineate a Sample Fraction of the Unlawful, Predatory, Fraudulent, Malicious and Malevolent Activities of ATT Mobility, LLC; CEO, CFO, President, Board of Directors, has and continues to Perpetrate on the Unsuspecting American Citizenry:**

<http://www.attripoff.com>

http://forums.wireless.att.com/t5/LaptopConnect-Tethering/Air-Card-Rip-Off/m-p/1485155?view=by_date_ascending

http://www.ucan.org/forum/forums/telecommunications/wireless_phone/att_mobility_akacingular_billing_dispute

<http://www.eweek.com/c/a/Mobile-and-Wireless/ATandT-Offers-18-Million-to-Settle-Early-Termination-Fee-Complaints-103559/>

http://www.oreillynet.com/etel/blog/2007/07/att_rebate_case_going_forward.html

<http://whatsonmypc.wordpress.com/2008/12/05/beware-telephone-bill-rip-off/>

<http://www.kyphilom.com/www/att.html>

<http://coreyshields.com/node/69>

<http://clarkhoward.com/liveweb/shownotes/2009/03/19/15357/>

<http://www.lawyersandsettlements.com/case/at-t-mobility-to-pay-2...>

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ANALYSIS OF ATT MOBILITY'S LIABILITY.

120. ATT Mobility Was at All Times Relevant to the Events Mentioned Herein, ATT Mobility *Acted Outside the Scope of their Lawfully Authorized Purview* as Lenders/Creditor, Debt Collectors.
121. At All Times Relevant to the Events, ATT Mobility are and were Owners, Providers of Voice/Wireless Data Service, and Ad-Hock Lenders/Creditors, and Debt Collectors, Who Engaged in Unlawful, Predatory, Malicious and Fraudulent OverBilling and Fraudulent Account Adjustment/Manipulations of Plaintiff's Account For Ill Gotten Wealth, in Violation of Statutes and Laws Invoked in Plaintiff's Complaint.
122. Plaintiff Humbly Submits and Argues That When the Economy is So Bad and Hard, and American Citizenry/Populace Who Keeps ATT Mobility Alive Financially and as a Corporation, Are Being Layed – Off, Left and Right, This is Not The Time For ATT Mobility and the Likes of Verizon to Jack Up Communication Prices and Impose Parasitic “Monthly Products” Like Texting Fees, Overages, Etc on the American Populace. Why Can't These CEOs, CFO's, Presidents and Board of Directors “See the Destructive Effects of this Blind Greed”? Can't Take All The Money With You. Can You? You Windup Bankrupt From Stealing From the Poor, Widows, Orphans, Terminally Ill and Helpless, Etc.
123. Plaintiff Humbly Further Argues and Submits that this Mindless Corporate Uncontrolled Blind Greed, that is Devoid of Any Moral Restraint Will *“Self Destruct”* Everyone in the Business Sector, Including ATT Mobility LLC; CEO CFO, Presidents and Board of Directors; Investors, Share Holders; U.S. Citizenry/Populace; Executive, Legislative, and Judicial Branch of the US and State Governments, if Allowed to Run Amok. Any Reasonable Person Can See Where this Blind Greed is Leading Us. We are All Going Down the Shutters - Total Disaster!!! Who is Going to Enjoy All These Ill Gotten/Stolen/Plundered Wealth?

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124. ATT Mobility Unlawful Actions, Deprived/Stripped Plaintiff's of His Consumer Protection and Civil Rights.
125. ATT Mobility's Decision/Policy Makers (i.e. CEO, CFO, President, Board of Directors, Etc,) are Liable To the Plaintiff for the Unlawful Actions of its Employees, Agents and/or Representatives Directly, Under the Doctrine of *respondeat superior*.
126. This Action is Brought Against the ATT Mobility, CEO, CFO, President, Board of Directors, Etc, in their Individual and Official Capacities, for Violations of Plaintiff's Rights.

ATT MOBILITY'S IMPROPER ULTERIOR MOTIVE(S):

127. Plaintiff Met His Obligation to this Instant Contract.
128. ATT Mobility and Its CEO, CFO, President and Board of Directors, Etc, Failed to Meet Their Obligation to this Instant as is Evidence and Demonstrated From This Complaint and Material Supporting Evidence and Facts.
129. ATT Mobility and Its CEO, CFO, President and Board of Directors' Motive is to Make Quick Ill Gotten Financial Gain (Blood Monies) in any Way Possible, Including But Not Limited to Predatory Fraud, False Misrepresentations, False Advertising and Fraudulent OverBillings, and Fraudulent Account Adjustments/Manipulations, on the Back of the Plaintiff and American Citizenry.
130. ATT Mobility and Its CEO, CFO, President and Board of Directors, are Determined to Crush, Punish and Destroy Plaintiff, if Plaintiff Disputes Any Fraudulent Amounts Purportedly Owed, By Sending a Known False, Malevolent/Malicious and Perjured Credit Information About the Plaintiff to Debt Collectors and Credit Bureaus, So Plaintiff Can't Obtain A Job or Credit.

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PROXIMATE CAUSATION OF ATT MOBILITY'S UNLAWFUL ACTIONS.

132. In So Far as ATT Mobility Had No Non-Discriminatory, Lawful or Legitimate Reasons, to Arbitrarily and Unilaterally Breach the Contract, Willfully File Known False, Malevolent/Malicious and Perjured Credit Reports With Debt Collectors and Credit Bureaus, the Proximate Causation of ATT Mobility's Unlawful, Arbitrary, Unilateral Intentional, Malicious, Malevolent, Reckless and Negligent Actions are:

- ☐ A "Deliberate Indifference" to the "Rule of Law" which they Swore to Comply With.
- ☐ A "Deliberate Indifference" to Plaintiff's U.S. Constitutionally Secured Rights.
- ☐ Deprive Plaintiff of His Consumer and Civil Rights.
- ☐ Vengefulness Against Plaintiff for Disputing the Fraudulent and Predatory Overbilling and Fraudulent Account Adjustments.
- ☐ Vengefulness Towards Plaintiff For Requesting A Debt Validation.

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COUNT(S)/CLAIM(S).

Plaintiff Believes the Material Facts, Material Evidence and Truths Surrounding
ATT Mobility's Unlawful and Unauthorized Actions Perpetrated on the Plaintiff by
ATT Mobility, and Allege Herein, as if Restated, the Following Count(s)/Claim(s):

COUNT/CLAIM #: 1 – UNLAWFUL AND MALEVOLENT BREACH OF CONTRACT.

Material Facts Alleged: ATT Mobility Unlawfully Beached the Contract.

In So Doing, ATT Mobility Violated the Following Statutes/Laws: Statutes of Frauds; U.C.C.
Article 2; 15 U.S.C. 1692; Maryland Uniform Commercial Code; MD Commercial Law, Title 13; and
Maryland Consumer Protection Act.

COUNT/CLAIM #: 2 – ATT MOBILTY DEFRAUDED THE PLAINTIFF
(INTERNET, MAIL AND WIRE FRAUD).

Material Facts Alleged: ATT Mobility Defrauded the Plaintiff Via the Internet, Telephone and By
Mail.

In So Doing, ATT Mobility Violated the Following Statutes/Laws: 18 U.S.C. 1341;
18 U.S.C. 1843; Statutes of Frauds; U.C.C. Article 2; 15 U.S.C. 1692; Maryland Uniform
Commercial Code; MD Commercial Law, Title 13; and Maryland Consumer Protection Act.

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COUNT/CLAIM #: 3 – ATT MOBILITY’S FALSE ADVERTISEMENTS.

Material Facts Alleged: ATT Mobility Advertisement on the Internet, Television and by Mail, about the Instant Services and Products is and was False and Misleading, Causing the Plaintiff to Procure Known Defective, Decrepit, In-Operable, Poorly Refurbished Hardware, Firmware/Software, and Unreliable Wireless Data Services, While ATT Mobility Predatorily and Fraudulently OverBilled and Fraudulently Adjusted/Manipulated Plaintiff’s Account for Defective Equipment, and for Services Not Provided.

In So Doing, ATT Mobility Violated the Following Statutes/Laws: 15 U.S.C. A. § 1125(a); Statutes of Frauds; U.C.C. Article 2; 15 U.S.C. 1692g; Maryland Uniform Commercial Code; MD Commercial Law, Title 13; and Maryland Consumer Protection Act.

**COUNT/CLAIM #: 4 – NEGLIGENCE AND RECKLESS DISREGARD
FOR THE TRUTH, LIFE & PLAINTIFF’S CREDIT STANDING.**

Material Facts Alleged: ATT Mobility Negligently, and With Reckless Disregard for the Truth, Willfully Proffered Known False, Fraudulent Credit Information About the Plaintiff to Debt Collectors and Credit Bureaus in Malicious/Malevolent Unlawful Actions to Destroy Plaintiff’s Credit and Render Plaintiff CreditLess, and Subsequently Homeless and Jobless.

In So Doing, ATT Mobility Violated the Following Statutes/Laws: Statutes of Frauds; U.C.C. Article 2; 15 U.S.C. 1692; Maryland Uniform Commercial Code; MD Commercial Law, Title 13; and Maryland Consumer Protection Act.

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**COUNT/CLAIM #: 5 – ATT MOBILITY UNLAWFULLY, WILLFULLY,
KNOWINGLY PROFFERED KNOWN FALSE & MISLEADING
CREDIT REPORT TO CREDIT BUREAUS.**

Material Facts Alleged: ATT Mobility Predatorily, Malevolently, Fraudulently, Knowingly and Willfully Proffered a Known False, Misleading, Perjured and Malicious Credit Reports to the Credit Bureaus, in an Effort to Harm/Injury Plaintiff's Credit Record/History.

In So Doing, ATT Mobility Violated the Following Statutes/Laws: Provisions of 15 U.S.C. 1692e.

**COUNT/CLAIM #: 6 – ATT MOBILITY WILLFULLY PROFFERED KNOWN
FALSE CREDIT REPORT TO DEBT COLLECTOR.**

Material Facts Alleged: ATT Mobility Predatorily, Malevolently, Fraudulently, Knowingly and Willfully Proffered a Known False, Misleading, Perjured and Malicious Credit Reports With Debt Collector, EOS-CCA.

In So Doing, ATT Mobility Violated the Following Statutes/Laws: Provisions of 15 U.S.C. 1692e.

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**COUNT/CLAIM #: 7 – ATT MOBILITY UNLAWFULLY FAILED TO PROVIDE
PLAINTIFF WITH DEBT VALIDATION.**

Material Facts Alleged: ATT Mobility Failed to Respond to Plaintiff Request for Debt Validation, and Failed to Provide the Plaintiff Debt Validation Through ATT Mobility's Debt Collector, EOS-CCA.

In So Doing, ATT Mobility Violated the Following Statutes/Laws: Provisions of 15 U.S.C. 1692g.

**COUNT/CLAIM #: 8 – ATT MOBILITY UNLAWFULLY, WILLFULLY,
KNOWINGLY, AND FALSELY MISREPRESENTED THE CHARACTER,
AMOUNT AND LEGAL STATUS OF THE PURPORTED DEBT.**

Material Facts Alleged: ATT Mobility Falsely Misrepresented the Character, Amount and Legal Status of the Purported Debt.

In So Doing, ATT Mobility Violated the Following Statutes/Laws: Provisions of 15 U.S.C. 1692e.

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**COUNT/CLAIM #: 9 – ATT MOBILITY FAILED TO PROVIDE
THE PLAINTIFF WITH INITIAL COMMUNICATION.**

Material Facts Alleged: ATT Mobility Failed to Communicate to the Plaintiff that the Purported Debt was Known to Be False and in Dispute, and that the Purported Debt Was Being Turned Over to Debt Collectors and the Credit Bureaus.

In So Doing, ATT Mobility Violated the Following Statutes/Laws: Provisions of 15 U.S.C. 1692c.

**COUNT/CLAIM #: 10 – ATT MOBILITY UNLAWFULLY, PREDATORILY
AND FRAUDULENTLY COLLECTED MONIES FOR
PRODUCTS AND SERVICES NOT PROVIDED.**

Material Facts Alleged: ATT Mobility Predatorily, Malevolently, Fraudulently, Knowingly and Willfully Collected Monies for Defective, Decrepit, In-Operable, Poorly Refurbished Hardware, Firmware/Software, and Wireless Data Services; OverBilled, Fraudulently Adjusted/Manipulated Plaintiff's Account for Defective Equipment and for Services Not Provided.

In So Doing, ATT Mobility Violated the Following Statutes/Laws: 18 U.S.C. 1341; 18 U.S.C. 1843; Statutes of Frauds; U.C.C. Article 2; 15 U.S.C. 1692; Maryland Uniform Commercial Code; MD Commercial Law, Title 13; and Maryland Consumer Protection Act.

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COUNT/CLAIM #: 11 –ATT MOBILITY CRIMINALLY HARMED
PLAINTIFF'S REPUTATION.

Material Facts Alleged: ATT Mobility Criminally Harmed/Injured Plaintiff's Reputation By Willfully and Knowingly Proffering Known False, Perjured, Malicious Credit Reports to Debt Collectors and Credit Bureaus. And the Credit Bureaus in Turn Provided the Instant Credit Reports to Corporations, Companies, Investigative Entities, and Private Individuals, Etc.

In So Doing, ATT Mobility Violated the Following Statutes/Laws: Provisions of 15 U.S.C. 1692d.

PRAYER FOR RELIEF

In Consideration of the Litany of Violations, Supporting Material Facts; Supporting Material Evidence, Supporting Authorities/Laws, Plaintiff Humbly Petitions this Honorable Court to Issue a Declaratory and Injunctive Order Directing ATT Mobility to:

- a. Cease and Desist from Predatory, Fraudulently Raping and Victimizing the American Citizenry/Populace With False Advertising; Predatory, Fraudulent and Malevolent Overbillings; Fraudulent Account Manipulations/Adjustments of Customer Accounts, and Blatant Fraud and Destruction of American Lives by Proffering Known False and Unvalidated Purported Debts to Debt Collectors and Credit Bureaus.
- b. Declare the Unlawful Actions of the ATT Mobility, Alleged and Described above as Violations, Deprivation and Stripping of the Plaintiff's Clearly Established Federal and Maryland State Rights, Invoked in this Complaint.
- c. Enter a Permanent Injunction Directing ATT Mobility to Take Affirmative Steps Necessary to Prevent Recurrence of the Above Alleged Unlawful Actions, and Provide the Proof of Such Preemptive Measures and Compliance, to this Honorable Court and the Plaintiff.

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- d. Award Plaintiff Compensatory Damages; Statutory Damages; Punitive Damages; Attorney's Fee; Cost of Action; Interest, and Any Other Damages/Relief as this Honorable Court Deems Just and Proper, Pursuant with Federal and Maryland State Statutes and Laws.

Respectfully Submitted



Kess Tani

P.O. Box 794,

North East, Maryland 21901

E-Mail: kess.tani@yahoo.com

CERTIFICATE OF SERVICE

This is to Certify that I, Kess Tani, Plaintiff, Served and Mailed a Copy of this Proceedings on the Defendants thru their Resident Agent and Attorneys of Record, and to the Clerk of Court for Filing, Via United States Postal Service, Certified Mail, Restricted, Return Receipt Requested, On or About April 26th, 2009.

Kess Tani: 

Date: 04-26-2010

LAST KNOWN ADDRESS OF DEFENDANTS/DEFENDANTS' RESIDENT AGENT & ATTORNEY(S) OF RECORD

Corporation Trust, Inc.
Resident Agent For ATT Mobility
351 West Camden Street,
Baltimore, Maryland 21201

ATT Mobility
Attn: Kathleen H. Broom
1025 Lenox Park Blvd, Suite SC23
Atlanta, Georgia 30319

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EXHIBIT 1 – INITIAL ORDER CONFIRMATION.

Print

<http://us.mg3.mail.yahoo.com/dc/launch?.gx=1&.rand=5r0fp7s2dqq6>

From: iCare@Cingular.com (iCare@Cingular.com)
To: kess.tani@yahoo.com;
Date: Wed, February 27, 2008 5:07:46 PM
Cc:
Subject: AT&T - Wireless Order Status Confirmation



Welcome To AT&T

AT&T - Wireless Order Confirmation

Dear Kes Tani,

Thank you for your recent order, we value and appreciate your business. Please refer to the important information below.

Wireless Telephone Number: 410-693-4487, 410-693-6268

Order Number (use at [website](#)): 11008469000778

Shipping Order Number (use at 866-339-3888): 2249860

To check the status of your order click [here](#) and enter the above order number or call our automated system at 866-339-3888 and enter the shipping order number listed above.

Item Name	Item Number	Quantity Ordered	Unit Price	Extended Price
SIM-Card	71234	1	\$0.00	\$0.00
SIM Card	71234	1	\$5.95	\$5.95
Sierra Wireless Ac881 Usb Phone	R4729	1	\$49.99	\$49.99

Did you Remember?

To accessorize your phone! We have everything you need to power, protect and personalize your phone all at a great price! Call us about our full array of Bluetooth headsets and other accessories!

To purchase a data plan! It's the most cost effective way to use the Internet and to check your email!

If you would like to purchase an accessory or need assistance within the first 30 days of service, please call us at 800-866-1514. Business Customers, please call us at 800-838-9622.

Thank you for choosing AT&T for your wireless service. Welcome to the largest digital voice and data network in America.

Sincerely,

Lisa Luff
Vice President, Direct Marketing

Kess Tani

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EXHIBIT 2 – FAILED/DEFECTIVE EQUIPMENT RETURN (03/20/2008)

Print

http://us.mg3.mail.yahoo.com/dc/launch?_gx=1&_rand=5r0fp7s2dqqu6

From: AT&TReturns@mobility.com (AT&TReturns@mobility.com)
To: kess.tani@yahoo.com;
Date: Thu, March 20, 2008 9:19:59 AM
Cc:
Subject: Your AT&T Return Label is Enclosed

AT&T - Return Label Notification

Dear KES TANI,

AT&T values our relationship with you and offers a return policy for equipment and services purchased directly from AT&T*. This message contains a pre-paid, pre-addressed return label to use to return equipment you purchased from AT&T **within 30 days from** the date the equipment was shipped.

To complete your return, follow these steps:

1. [Click here to access your return label](#) and print it
2. Remove any confidential, proprietary or personal information from the equipment being returned
3. Repackage the equipment (device, battery, charger, manual and software) in the manufacturer's original packaging along with a copy of the order confirmation invoice
4. Affix the return label to the box. Be sure to remove any original shipping labels
5. Drop your return at any United States Postal Service location - at home, work, or a USPS blue drop box
6. Retain a copy of the return label for your records. To track your return, [click here](#)

Equipment must be in like-new condition with no visible damage to be eligible for a refund. See our complete return policy at att.com/ReturnPolicy.

*If you purchased your equipment from an authorized retailer of AT&T, follow the return instructions provided by the authorized retailer.

Thank you for choosing AT&T.

Sincerely,
AT&T

NOTE: This is an automated email. Please do not reply to this email. Replies will not be read.
[Privacy Policy](#) | [Terms of Use](#)

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EXHIBIT 3 – FAILED/DEFECTIVE EQUIPMENT RETURN ACKNOWLEDEMENT.

Print

<http://us.mg3.mail.yahoo.com/dc/launch?gx=1&.rand=5r0fp7s2dqqu6>

From: iCare@Cingular.com (iCare@Cingular.com)
To: kess.tani@yahoo.com;
Date: Thu, April 3, 2008 5:09:37 AM
Cc:
Subject: AT&T - Wireless Return Confirmation

AT&T

AT&T – Equipment Received Notification

Dear Kes Tani,

Thank you for your recent order, we value and appreciate your business. This message is to inform you that we have received the following item(s) at our warehouse. Please allow an additional 5-7 business days for us to process your return in accordance with our return policy. For more details read our complete return policy at wireless.att.com/returnpolicy.

Wireless Telephone Number: 410-693-4487, 410-693-6268

Order Number (use at [website](#)): 11008469000778

Shipping Order Number (use at 866-339-3888): 2249860

Item Name	Item Number	Quantity Ordered	Quantity Returned
Sierra Wireless Ac881 Usb Phone	R4729	1	1

If you have further questions, please contact us at 800-866-1514. Business Customers, please call us at 800-838-9622.

Sincerely,

AT&T

This e-mail is auto-generated. Please do not reply.

[Privacy Policy](#) | [Terms of Use](#)

© AT&T Knowledge Ventures.
All rights reserved. AT&T is a
trademark of AT&T Knowledge
Ventures.

EXHIBIT 4 – FAILED/DEFECTIVE EQUIPMENT RETURN (04/15/2008).

Print

<http://us.mg3.mail.yahoo.com/dc/launch?.gx=1&.rand=5r0fp7s2dqu6>

From: AT&TReturns@mobility.com (AT&TReturns@mobility.com)
To: kess.tani@yahoo.com;
Date: Tue, April 15, 2008 9:16:11 AM
Cc:
Subject: Your AT&T Return Label is Enclosed

AT&T - Return Label Notification

Dear KES TANI,

AT&T values our relationship with you and offers a return policy for equipment and services purchased directly from AT&T*. This message contains a pre-paid, pre-addressed return label to use to return equipment you purchased from AT&T **within 30 days from** the date the equipment was shipped.

To complete your return, follow these steps:

1. Click [here](#) to access your return label and print it
2. Remove any confidential, proprietary or personal information from the equipment being returned
3. Repackage the equipment (device, battery, charger, manual and software) in the manufacturer's original packaging along with a copy of the order confirmation invoice
4. Affix the return label to the box. Be sure to remove any original shipping labels
5. Drop your return at any United States Postal Service location - at home, work, or a USPS blue drop box
6. Retain a copy of the return label for your records. To track your return, [click here](#)

Equipment must be in like-new condition with no visible damage to be eligible for a refund. See our complete return policy at att.com/ReturnPolicy.

*If you purchased your equipment from an authorized retailer of AT&T, follow the return instructions provided by the authorized retailer.

Thank you for choosing AT&T.

Sincerely,
AT&T

NOTE: This is an automated email. Please do not reply to this email. Replies will not be read.
[Privacy Policy](#) | [Terms of Use](#)

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EXHIBIT 5 – REPLACEMENT FOR SIERRA AC881 AIR CARD (08/28/2008).

Print

<http://us.mg3.mail.yahoo.com/dc/launch?gx=1&.rand=5r0fp7s2dqqu6>

From: ATOrderStatus@ordertrack.wireless.att-mail.com
(ATOrderStatus@ordertrack.wireless.att-mail.com)
To: KESS.TANI@YAHOO.COM;
Date: Thu, August 28, 2008 10:10:37 PM
Cc:
Subject: AT&T - Wireless Order Status Confirmation



Welcome To AT&T

AT&T - Wireless Order Confirmation

Dear Kes Tani,

Thank you for your recent order, we value and appreciate your business. Please refer to the important information below.

Wireless Telephone Number: 410-562-6096

Order Number (use at [website](#)): 11012109000166

Shipping Order Number (use at 866-339-3888): 2929440

To check the status of your order click [here](#) and enter the above order number or call our automated system at 866-339-3888 and enter the shipping order number listed above.

Item Name	Item Number	Quantity Ordered	Unit Price	Extended Price
Option Wireless Hsupa Express Phone	64741	1	\$99.99	\$99.99
SIM Card	71234	1	\$0.00	\$0.00
Freight	88869	1	\$0.00	\$0.00

Did you Remember?

To accessorize your phone! We have everything you need to power, protect and personalize your phone all at a great price! Call us about our full array of Bluetooth headsets and other accessories!

To purchase a data plan! It's the most cost effective way to use the Internet and to check your email!

If you would like to purchase an accessory or need assistance within the first 30 days of service, please call us at 800-866-1514. Business Customers, please call us at 800-838-9622.

Thank you for choosing AT&T for your wireless service. Welcome to the largest digital voice and data network in America.

Sincerely,

Lisa Luff
Vice President, Direct Marketing

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EXHIBIT 6 - FAILED/DEFECTIVE EQUIPMENT RETURN (11/24/2008).

Shipping Address:
KES TANI
1850 GRAYMONT WAY
EDGEWOOD MD 21040

Packing Slip

Page 1

CT0000002951893 1XB01D

Entry Date: 11/24/2008 14:01
 Picked: 11/24/2008 14:04
 RMA#: RMA44062400

Ship ID: SID000002913812
 Ship Method: FedEx - 05
 Your Order#: ORLM-O-17751207

Line	Part #	Bin	Description	SID	MDN	Pick QTY	Ship QTY
1	76220		COL att GSM SEED STOCK			1	1
2	76221		COL att XBM T & C FOR L4L			1	1
3	78709	XCOL12	COL NAT ATC RETURN LABEL RB			1	1
4	S4741	S53E2F	TRN att OPT GTMAX HSUPA EXPRS		4105626096	1	1

Your return tracking #: **610 82 21040 9001 0 044062400**

You can track you return shipment on www.tracking.smartlabel.com

*** PLEASE RETURN YOUR DEFECTIVE HANDSET AND THE BOTTOM PORTION OF THIS FORM
 *** IN THIS BOX WITHIN 10 DAYS.....THANK YOU

Please cut on dashed line and include bottom portion with returned product

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EXHIBIT 7 - REPLACEMENT FOR OPTION GT EXPRESS AIR CARD (11/25/2008).

Print

http://us.mg3.mail.yahoo.com/dc/launch?_gx=1&_rand=5r0fp7s2dqqu6

From: returns@cingular.com (returns@cingular.com)
To: KESS.TANI@YAHOO.COM;
Date: Tue, November 25, 2008 7:09:00 AM
Cc:
Subject: AT&T - Order Status Update

Cellular Telephone number: 4105626096
Returns Authorization Number: RMA44062400
AT&T - Order Status Update

Dear KES TANI,

On behalf of all AT&T employees, thank you for being a part of the largest digital network in America. Your order has been shipped. You can review the status of your shipment directly from the carrier by clicking on the following link:

http://fedex.com/Tracking?tracking?action=track&language=english&last_action=alttrack&ascend 1

We look forward to servicing your wireless needs for a long time to come.

Sincerely,

AT&T

NOTE: This is an automated email. Please do not reply to this email.
Replies will not be read.

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EXHIBIT 8 – ATT MOBILITY'S SIM CARD FIX – (12/19/2008).

Print

<http://us.mg3.mail.yahoo.com/dc/launch?.gx=1&.rand=5r0fp7s2dqu6>

From: ATOrderStatus@ordertrack.wireless.att-mail.com
(ATOrderStatus@ordertrack.wireless.att-mail.com)

To: KESS.TANI@YAHOO.COM:

Date: Fri, December 19, 2008 3:06:10 PM

Cc:

Subject: Your recent ATT order status



Welcome To AT&T

AT&T - Wireless Order Confirmation

Dear Kes Tani,

Thank you for your recent order. we value and appreciate your business. Please refer to the important information below.

Cellular Telephone Number: 410-693-4487

Order Number: 31011467000148

Shipping Order Number: 663081

Check the status of your order at http://www.wireless.att.com/order_status/order_status or call our automated system at 877-782-8870.

Item Name	Item Number	Quantity Ordered	Unit Price	Extended Price
Various SIM	71234	1	\$0.0	\$0.0
FREIGHT	88869	1	\$0.0	\$0.0

We are working hard to fulfill your order as soon as possible and you will receive an email as soon as we complete shipping. The email will include tracking number link(s) for your convenience.

Check the status of your order at any time at our website by clicking [here](#) or by calling our automated system at 877-782-8870.

Manage your account and view your bill at our website. Sign up using your wireless number by clicking [here](#).

Thank you again for choosing AT&T. Welcome to the largest digital voice and data network in America.

Sincerely,

AT&T

Case #: _____

EXHIBIT 9 - REPLACEMENT FOR OPTION GT EXPRESS AIR CARD (01/06/2009).

Print

http://us.mg3.mail.yahoo.com/dc/launch?_gx=1&.rand=5r0fp7s2dqu6

From: ATTOOrderStatus@ordertrack.wireless.att-mail.com
(ATTOOrderStatus@ordertrack.wireless.att-mail.com)
To: KESS.TANI@YAHOO.COM;
Date: Tue, January 6, 2009 11:22:20 PM
Cc:
Subject: Your recent ATT order status



Welcome To AT&T

AT&T - Wireless Shipping Notification

Dear Kes Tani,

Thank you for your recent order. We value and appreciate your business. We are pleased to inform you that your order has shipped. You can review the status of your shipment(s) by clicking on the tracking number(s) below.

Cellular Telephone Number: 410-562-6096

Order Number: 31011678000266

Shipping Order Number: 688735

Item Name	Item Number	Quantity Ordered	Quantity Shipped	Tracking Number
Various SIM	71234	1	1	1Z1WF7440211823846
FREIGHT	88869	1	1	1Z1WF7440211823846
Option Wireless HSUPA EXPRESS PHONE	R4741	1	1	1Z1WF7440211823846

Manage your account and view your bill at our website. Sign up using your wireless number by clicking here .

Thank you again for choosing AT&T. Welcome to the largest digital voice and data network in America .

Sincerely,

AT&T

Activating Your Phone

Instructions for activating your service will be included in the box.

Claiming a Rebate

If your order includes a new phone, it is important that you retain the box in which

Case #: _____

EXHIBIT 10 – ATT MOBILITY’S DEBT COLLECTOR’S REFUSAL TO COLLECT.



January 22, 2010

Mr. Kes Tani
PO BOX 794
North East, MD. 21901

Re: EOS CCA Ref #: 11-37265640
Original Creditor: AT&T Mobility | Creditor Account #: 864689625

Dear Mr. Tani:

Our client, AT&T Mobility, placed the above referenced account with our office on 6/14/2009. As of 1/22/2010, the account has been closed and returned to AT&T Mobility. As such, our office will not contact you any further.

We have also notified AT&T Mobility concerning the above referenced account and requested validation of the debt. We also notified AT&T Mobility of your intentions of possibly filing a lawsuit.

If you have any questions or concerns, please contact my office at 800-886-9177, extension 14345

Sincerely,

A handwritten signature in cursive script that reads "Paul H. Downs".

Paul H. Downs
Compliance Assistant

Case #: _____

**EXHIBIT 11 – ATT MOBILITY’S PREDATORY, FRAUDULENT OVERBILLING,
AND FRAUDULENT ACCOUNT ADJUSTMENT/MANIPULATIONS.**

Page: 1 of 7
 Billing Cycle Date: 02/27/08 - 03/28/08
 Account Number: 864689625

How To Contact Us:

- 1-800-331-0500 or 611 from your cell phone
- For Deaf/Hard of Hearing Customers (TTY/TDD)
1-866-241-6567

Wireless Number with Rollover

410-693-4487 - 14 Minutes

Wireless Number

410-693-6268

Previous Balance	0.00
Payments Posted	-200.00
Adjustments to Previous Balance	110.00
CREDIT BALANCE	-90.00
Monthly Service Charges	199.98
Usage Charges	0.93
Credits/Adjustments/Other Charges	154.61
Government Fees & Taxes	21.55
TOTAL CURRENT CHARGES	377.07
Due Apr 26, 2008	
Late fees assessed after Apr 28	
Total Amount Due	\$287.07

Payment Administrative Fee

Please be advised that payments made with a representative may be subject to an administrative fee. There is no cost to pay by mail or via an automated payment method. For more information, see the "Other Payment Options" section on page 2 of your invoice.

Return the portion below with
 payment only to AT&T Mobility.

17000 CANTRELL RD 2ND FLOOR
 LITTLE ROCK, AR 72223-4266

Account Number: 864689625
 Total Amount Due: \$287.07
 Amount Paid:
 \$

Please do not send correspondence with payment.



Yes, enroll me in AutoPay
 Signature required on reverse

Total Amount
 Due by Apr 26, 2008

Please Mail Check Payable To:

KES TANI
 PO BOX 3
 SEVERN, MD 21144-0003



AT&T Mobility
 PO Box 536216
 Atlanta, GA 30353-6216



990000008646896250000000003770700000028707007

Case #: _____

**EXHIBIT 12 - PROOF OF ATT MOBILITY'S PREDATORY, FRAUDULENT
OVERBILLING & FRAUDULENT ACCOUNT ADJUSTMENTS/MANIPULATIONS.**

ATT Mobilty Statement Period	Unlawful, Predatory and Fraudulent Items OverBilled	Predatory And Fraudulent Account Adjustment?		Was Equipment For Wireless Data (Ph.# 410- 696-6268/6090) Working As Contracted?		Predatorily and Fraudulently OverBilled For Defective Wireless Data Equipment?		Total Amount Fraudulently OverBilled	Remarks
		Yes	No	Yes	No	Yes	No		
02/27 To 03/28, 2008	Fraudulent Monthly Service Charges of \$199.98; 171,420KB of Wireless Data; and Account Adjustments, Etc.	✓			✓	✓	No	\$377.07	ATT Mobility Had & Knew of the Defective 'Sierra AC881 USB Phone Wireless Air Card During This Billing Period.
03/29 To 04/28, 2008	Fraudulent Dataconnect wifi For \$60.00; 70,105KB of Wireless Data; and Account Adjustments, Etc.	✓			✓	✓		\$112.52	ATT Mobility Had & Knew of the Defective 'Sierra AC881 USB Phone Wireless Air Card During This Billing Period.

Case #: _____

**EXHIBIT 12 - PROOF OF ATT MOBILITY'S PREDATORY, FRAUDULENT
OVERBILLING & FRAUDULENT ACCOUNT ADJUSTMENTS/MANIPULATIONS.**

ATT Mobilty Statement Period	Unlawful, Predatory and Fraudulent Items OverBilled	Predatory And Fraudulent Account Adjustment?		Was Equipment For Wireless Data (Ph.# 410- 696-6268/6090) Working As Contracted?		Predatorily and Fraudulently OverBilled For Defective Wireless Data Equipment?		Total Amount Fraudulently OverBilled	Remarks
		Yes	No	Yes	No	Yes	No		
04/29 To 05/28, 2008	Fraudulent Account Adjustments, Etc.	✓			✓		✓	\$47.25	ATT Mobility Had & Knew of the Defective 'Sierra AC881 USB Phone Wireless Air Card.
05/29 To 06/28, 2008	Monthly Service Charges, Adjustments, Etc.	✓			✓		✓	\$45.30	ATT Mobility Had & Knew of the Defective 'Sierra AC881 USB Phone Wireless Air Card.
06/29 To 07/28, 2008	Fraudulent Wireless 146 MB & 127 Text Messaging Usage; Account Adjustments.	✓			✓	✓		\$47.45	ATT Mobility Had & Knew of the Defective 'Sierra AC881 USB Phone Wireless Air Card.

Case #: _____

**EXHIBIT 12 - PROOF OF ATT MOBILITY'S PREDATORY, FRAUDULENT
OVERBILLING & FRAUDULENT ACCOUNT ADJUSTMENTS/MANIPULATIONS.**

ATT Mobility Statement Period	Unlawful, Predatory and Fraudulent Items OverBilled	Predatory And Fraudulent Account Adjustment?		Was Equipment For Wireless Data (Ph.# 410- 696-6268/6090) Working As Contracted?		Predatorily and Fraudulently OverBilled For Defective Wireless Data Equipment?		Total Amount Fraudulently OverBilled	Remarks
		Yes	No	Yes	No	Yes	No		
07/29 To 08/28, 2008	Fraudulent For Wireless Data of \$108.68; Account Adjustments, Etc.	✓			✓	✓		\$153.29	ATT Mobility Had & Knew of the Defective 'Sierra AC881 USB Phone Wireless Air Card During This Billing Period.
08/29 To 09/28, 2008	Fraudulent Wireless Data Usage of \$67.17; Replacement of Defective Air Card for \$105.99; Fraudulent Account Adjustments, Etc.	✓			✓	✓		\$217.47	ATT Mobility Sent a Defective Option Wireless Hsupa Express Phone Card During This Billing Period.

Case #: _____

**EXHIBIT 12 - PROOF OF ATT MOBILITY'S PREDATORY, FRAUDULENT
OVERBILLING & FRAUDULENT ACCOUNT ADJUSTMENTS/MANIPULATIONS.**

ATT Mobility Statement Period	Unlawful, Predatory and Fraudulent Items OverBilled	Predatory And Fraudulent Account Adjustment?	Was Equipment For Wireless Data (Ph.# 410- 696-6268/6090) Working As Contracted?	Predatorily and Fraudulently OverBilled For Defective Wireless Data Equipment?	Total Amount Fraudulently OverBilled	Remarks	
09/29 To 10/28, 2008	Fraudulent Wireless Data Usage of 2MB And \$67.16; Fraudulent Account Adjustments, Etc.	Yes	No	Yes	No	\$225.79	ATT Mobility Sent a Defective Option Wireless Hsupa Express Phone Card
10/29 To 11/28, 2008	Fraudulent Wireless Data Usage of 4MB And \$67.16; Fraudulent Account Adjustments, Etc.	✓	✓	✓	✓	\$157.86	ATT Mobility Sent a Defective Option Wireless Hsupa Express Phone Card.

Case #: _____

**EXHIBIT 12 - PROOF OF ATT MOBILITY'S PREDATORY, FRAUDULENT
OVERBILLING & FRAUDULENT ACCOUNT ADJUSTMENTS/MANIPULATIONS.**

ATT Mobility Statement Period	Unlawful, Predatory and Fraudulent Items OverBilled	Predatory And Fraudulent Account Adjustment?	Was Equipment For Wireless Data (Ph.# 410- 696-6268/6090) Working As Contracted?	Predatorily and Fraudulently OverBilled For Defective Wireless Data Equipment?	Total Amount Fraudulently OverBilled	Remarks			
11/29 To 12/28, 2008	Fraudulent Wireless Data Usage of 8MB And \$67.16; Fraudulent Account Adjustments, Etc.	Yes	No	Yes	No	Yes	No	\$132.95	ATT Mobility Sent a Defective Option Wireless Hsupa Express Phone Card.
12/29/ To 01/28, 2009	Fraudulent Wireless Data Usage of 5MB And \$66.94; Text Messaging of 110 KB of \$29.99 & \$24.07; Fraudulent Account Adjustments, Etc.	✓		✓		✓		\$148.40	ATT Mobility Sent a Defective Option Wireless Hsupa Express Phone Card During This Billing Period.

Case #: _____

**EXHIBIT 12 - PROOF OF ATT MOBILITY'S PREDATORY, FRAUDULENT
OVERBILLING & FRAUDULENT ACCOUNT ADJUSTMENTS/MANIPULATIONS.**

ATT Mobility Statement Period	Unlawful, Predatory and Fraudulent Items OverBilled	Predatory And Fraudulent Account Adjustment?	Was Equipment For Wireless Data (Ph.# 410- 696-6268/6090) Working As Contracted?	Predatorily and Fraudulently OverBilled For Defective Wireless Data Equipment?	Total Amount Fraudulently OverBilled	Remarks
01/29 To 02/28, 2009	Fraudulent Wireless Data Usage of 135KB & \$159.00; And \$154.77 For Voice; \$17.20 For Text Messaging; Fraudulent Account Adjustments, Etc.	Yes	No	Yes	\$379.48	ATT Mobility Sent a Defective Option Wireless Hsupa Express Phone Card During This Billing Period.
03/01 To 03/28, 2009	Fraudulent Wireless Data Usage of \$44.99; Monthly Service Charges, Adjustments, Etc.	✓	✓	✓	\$435.07	ATT Mobility Unilaterally Terminated Service On or About March 12 th , 2009, Yet Fraudulently OverBilled From March 1 st To March 28 th , 2009.

Kess Tani

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**EXHIBIT 12 - PROOF OF ATT MOBILITY'S PREDATORY, FRAUDULENT
OVERBILLING & FRAUDULENT ACCOUNT ADJUSTMENTS/MANIPULATIONS.**

ATT Mobility Statement Period	Unlawful, Predatory and Fraudulent Items OverBilled	Predatory And Fraudulent Account Adjustment?	Was Equipment For Wireless Data (Ph.# 410- 696-6268/6090) Working As Contracted?	Predatorily and Fraudulently OverBilled For Defective Wireless Data Equipment?	Total Amount Fraudulently OverBilled	Remarks
03/29 To 04/28, 2009	Double OverBilling For the Same Month of March For \$54.18; Monthly Service Charges, Adjustments, Etc.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	\$489.25	ATT Mobility Already Unilaterally Terminated the Contract and Fraudulently OverBill For March 29 th to April 28 th , 2009.
04/29 To 05/28, 2009	Fraudulent Charge of \$5.00; Monthly Service Charges, Adjustments, Etc.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	\$494.25	ATT Mobility Already Unilaterally Terminated the Contract and Fraudulently OverBill For March 29 th to April 28 th , 2009.

Case #: _____

**EXHIBIT 12 - PROOF OF ATT MOBILITY'S PREDATORY, FRAUDULENT
OVERBILLING & FRAUDULENT ACCOUNT ADJUSTMENTS/MANIPULATIONS.**

ATT Mobility Statement Period	Unlawful, Predatory and Fraudulent Items OverBilled	Predatory And Fraudulent Account Adjustment?	Was Equipment For Wireless Data (Ph.# 410- 696-6268/6090) Working As Contracted?	Predatorily and Fraudulently OverBilled For Defective Wireless Data Equipment?	Total Amount Fraudulently OverBilled	Remarks
05/29 To 06/28, 2009	Fraudulent Charge of \$5.00; Monthly Service Charges, Adjustments, Etc.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	\$489.25	ATT Mobility Already Unilaterally Terminated the Contract and Fraudulently OverBill For March 29 th to April 28 th , 2009.
06/29 To 07/28, 2009	Fraudulent Monthly Service Charges, Adjustments, Etc.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	\$233.90	ATT Mobility Already Unilaterally Terminated the Contract and Fraudulently OverBill For March 29 th to April 28 th , 2009.